

FPM Group, LTD.

909 Marconi Avenue

Ronkonkoma, NY 11779

Telephone: (631) 737-6200

Facsimile: (631) 737-2410

Kevin F. Loyst

*Consultants to the Debtor and Debtor-in-Possession***UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11
	:
DOWLING COLLEGE,	:
f/d/b/a DOWLING INSTITUTE,	: Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	:
ASSOCIATION,	:
f/d/b/a CECOM,	:
a/k/a DOWLING COLLEGE, INC.,	:
Debtor.	:
-----X	

**SUMMARY SHEET PURSUANT TO UNITED STATES TRUSTEE
GUIDELINES FOR REVIEWING APPLICATIONS FOR COMPENSATION
AND REIMBURSEMENT OF EXPENSES FILED UNDER 11 U.S.C. § 330
FOR THE THIRD INTERIM FEE APPLICATION OF FPM GROUP, LTD.,
CONSULTANTS TO THE DEBTOR AND DEBTOR IN POSSESSION**

Name of Applicant:	FPM Group, LTD.
Compensation Period:	October 1, 2017 through May 31, 2018
Role in This Case:	Consultants to the Debtor and Debtor in Possession
Total Fees Requested for the Compensation Period:	\$12,071.42
Total Expenses Requested for the Compensation Period:	\$4,345.69
Total Sought:	\$16,417.11

Petition Date:	November 29, 2016
Retention Date:	December 6, 2016
Date of Order Approving Employment:	January 29, 2017
Compensation Sought in this Application Already Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed:	\$14,002.83
Expenses Sought in this Application Already Paid Pursuant to a Monthly Compensation Order But Not Yet Allowed:	\$4,345.69
Are any rates higher than those approved or disclosed at retention?	No

This is an: x interim final application.

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Kevin F. Loyst

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re	: Chapter 11
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DOWLING COLLEGE,	:
f/d/b/a DOWLING INSTITUTE,	: Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	:
ASSOCIATION,	:
f/d/b/a CECOM,	:
a/k/a DOWLING COLLEGE, INC.,	:
Debtor.	:
-----X	

**APPLICATION OF FPM GROUP, LTD., CONSULTANTS TO THE DEBTOR
AND DEBTOR IN POSSESSION FOR A THIRD INTERIM ALLOWANCE
OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR
THE PERIOD OF OCTOBER 1, 2017 THROUGH MAY 31, 2018**

**TO THE HONORABLE ROBERT E. GROSSMAN,
UNITED STATES BANKRUPTCY JUDGE:**

FPM Group, LTD., as consultant to Dowling College, (the “Debtor”), debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), as and for its application (“Application”) for a third interim allowance of compensation for services rendered and reimbursement of expenses for the period of October 1, 2017 through May 31, 2018, pursuant to 11 U.S.C. §§ 330(a) and 331, and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), respectfully sets forth and represents as follows:

INTRODUCTION

1. This application is respectfully submitted by FPM Group, LTD. for a third allowance of compensation and reimbursement of expenses for all services rendered to the Debtor from October 1, 2017 through May 31, 2018 (the “Third Interim Compensation Period”), as follows:

Total Fees Requested for the Third Interim Compensation Period:	\$12,071.42
Total Expenses Requested for the Third Interim Compensation Period:	\$4,345.69
Total Sought:	\$16,417.11

2. A summary of the time and expenses broken down by billing category is annexed hereto as **Exhibit A**. For time and material tasks 2 and 6, during the Third Interim Compensation Period, FPM Group, LTD. committed a total of 43 hours of professional time. Copies of the employees’ time records for the Third Interim Compensation Period are annexed hereto as **Exhibit B**. A summary of the time records broken down by timekeeper is annexed hereto as **Exhibit C**. Tasks 1 and 3 are fixed rate billing categories and FPM Group, LTD. was not required to maintain detailed time records for these matters. As a result, Tasks 1 and 3 are not included as part of Exhibits B and C.

3. During the Third Interim Compensation Period, FPM Group, LTD. advanced \$4,345.69 for expenses for which it seeks reimbursement. A detailed summary of the expenses is annexed hereto as **Exhibit D**.

4. Annexed hereto as **Exhibit E** is the certification of Kevin F. Loyst.

JURISDICTION

5. This Court has jurisdiction over this Application by virtue of 28 U.S.C. §§ 157(a) and (b), and 1334(b), and the Administrative Order No. 264 titled “In the Matter of The Referral

of Matters to the Bankruptcy Judges” of the United States District Court for the Eastern District of New York (Weinstein, C.J.) dated August 28, 1986.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1409(a) because this proceeding arises in a case under the Bankruptcy Code pending in this district.

BACKGROUND

7. On November 29, 2016 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of New York (the or this “Court”).

8. An application to employ FPM Group, LTD. as Consultants for the Debtor was filed (the “FPM Group, LTD. Application”) [Docket No. 127] on December 23, 2016. The FPM Group, LTD. Retention Application was granted by order of the Court dated January 29, 2017 and the retention was approved *nunc pro tunc* to the December 6, 2016 (the FPM Group, LTD. Retention Order) [Docket No. 189]. A copy of the FPM Group, LTD. Retention Order is annexed hereto as **Exhibit F**.

9. On December 21, 2016, the Court entered the *Order Pursuant to 11 U.S.C. §§ 105(a) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals* (the “Interim Compensation Order”) [Docket No. 117].

10. In accordance with the Interim Compensation Order, FPM Group, LTD. submitted monthly fee statements seeking interim compensation and reimbursement of expenses. During the Third Interim Compensation Period, FPM Group, LTD. submitted the following monthly fee statements:

- (a) On March 22, 2018, pursuant to the Interim Compensation Order, FPM Group, LTD. served its tenth fee statement for the period from February 1, 2018 through February 28, 2018 (the “Tenth Fee Statement”). The Tenth Fee Statement sought

(i) an allowance of \$7,213.26 as compensation for services rendered and (ii) the reimbursement of \$2,150.00 in expenses. As of the date hereof, FPM Group LTD. has received \$7,920.61, which represents (i) 80% of FPM Group, LTD's fees and (ii) 100% of the expenses, incurred pursuant to the Tenth Fee Statement.

(b) On April 16, 2018, pursuant to the Interim Compensation Order, FPM Group, LTD. served its eleventh fee statement for the period from March 1, 2018 through March 31, 2018 (the "Eleventh Fee Statement"). The Eleventh Fee Statement sought (i) an allowance of \$4,667.09 as compensation for services rendered and (ii) the reimbursement of \$2,059.85 in expenses. As of the date hereof, FPM Group, LTD. has received \$5,793.52, which represents (i) 80% of FPM Group, LTD's fees and (ii) 100% of the expenses, incurred pursuant to the Eleventh Fee Statement.

(c) On May 7, 2018, pursuant to the Interim Compensation Order, FPM Group, LTD. served its twelfth fee statement for the period from April 1, 2018 through April 30, 2018 (the "Twelfth Fee Statement"). The Twelfth Fee Statement sought (i) an allowance of \$191.07 as compensation for services rendered and (ii) the reimbursement of \$135.84 in expenses. As of the date hereof, FPM Group, LTD. has received \$288.70, which represents (i) 80% of FPM Group, LTD's fees and (ii) 100% of the expenses, incurred pursuant to the Twelfth Fee Statement.

11. With the exception of services provided by the subcontractor and fees paid by FPM Group, LTD. to the subcontractor, FPM Group, LTD. has not entered into any agreement, express or implied, with any other party for the purpose of fixing or sharing fees or other compensation to be paid for professional services rendered in these cases. No promises have been received by FPM Group, LTD. as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

SUMMARY OF SERVICES RENDERED

12. In conformity with the United States Trustee Guidelines For Reviewing Applications For Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, dated January 30, 1996 (the "U.S. Trustee Guidelines"). FPM Group, LTD. has segregated its time entries during the Third Interim Compensation Period into the following project categories, which correspond to the major tasks undertaken by FPM Group, LTD. during the same period:

- A. Task 1 – Preparation of 3 Mixed Use Master Plans with Town and Creditor Input
- B. Task 2 - Additional Work to Obtain a Change in Zoning to Planned Development District (PDD)
- C. Task 3 – Draft Generic Environmental Impact Statement (DGEIS)
- D. Task 4 - Client & Town Meetings
- E. Task 5 – Final Draft Generic Environmental Impact Statement (FGEIS)
- F. Task 6 – Oppenheimer / ACA and Non-Collateralized Creditors

13. In this section of the Application, FPM Group, LTD. describes, in summary fashion, the services performed during the Third Interim Compensation Period by project category.

B. Task 2 - Additional Work to Obtain a Change in Zoning to Planned Development District (PDD)

14. The “Additional Work to Obtain the Planned Development District (PDD)” zoning encompasses activities related to revisions to the Master Plan additional meetings, and hearings, between FPM Group, LTD., the Brookhaven Town and Planning Department and the Debtor as needed to obtain the Planned Development District status.

15. A total of 38 hours amounting to \$11,593.76 in fees and \$4,075 in expenses were incurred by FPM Group, LTD. in connection with this project category during the Third Interim Compensation Period.

C. Task 6 – Oppenheimer / ACA and Non-Collateralized Creditors

16. The “Oppenheimer / ACA and Non- Collateralized Creditors” project category includes time spent by FPM Group, LTD. and its subcontractor gathering information and attending meetings with the various creditor constituencies.

17. A total of 5.0 hours amounting to \$477.66 in fees and \$270.69 in expenses were incurred by FPM Group, LTD. in connection with this project category during the Third Interim Compensation Period.

TIME AND DISBURSEMENT RECORDS AND STAFFING

18. The time and material services performed by FPM Group, LTD. for and on behalf of the Debtor in connection with the above matters during the Third Interim Compensation Period are detailed and itemized by person in the time and disbursement logs annexed hereto as **Exhibit B.**

19. The persons at FPM Group, LTD. that assisted the Debtor on the above matters during the Third Interim Compensation Period are as follows:

a. Kevin J. Phillips, P.E., PhD. is the Principal at FPM Group, LTD. Dr. Phillips is a graduate of Massachusetts Institute of Technology and is licensed by the state of New York to practice Engineering. Dr. Phillips' rate of \$313.62 per hour as of July 2017 is reasonable and such rate were Dr. Phillips' normal and customary rate during the period covered by this Application.

b. Kevin F. Loyst, P.E., is an Engineer VIII employed by FPM Group, LTD, and is also licensed by the state of New York to practice Engineering. Mr. Loyst is a graduate of Brooklyn Polytechnic University. Mr. Loyst's rate of \$248.86 per hour as of July 2017 is reasonable and such rate were Mr. Loyst's normal and customary rate during the period covered by this Application.

c. Christine Pinkosh is an Administrative Assistant employed by FPM Group, LTD. Ms. Pinkosh is a graduate of Florida State University. Ms. Pinkosh's rate of \$95.53 per hour as of July 2017 is reasonable and such rate were Ms. Pinkosh's normal and customary rate during the period covered by this Application.

WHEREFORE, FPM Group, LTD. respectfully requests that it be granted (i) a third allowance of compensation for professional services rendered as consultants to the Debtor for the Third Interim Compensation Period in the amount of \$12,071.42; and (ii) reimbursement of its actual and necessary disbursements totaling \$4,345.69.

Dated: Ronkonkoma, New York
June 25, 2018

FPM GROUP, LTD.

By: /s/ Kevin F. Loyst

Kevin F. Loyst
Lisa Luizzi
909 Marconi Avenue
Ronkonkoma, NY 11779
Telephone: (631) 737-6200
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Email: k.loyst@fpm-group.com
l.luizzi@fpm-group.com

Consultants to the Debtor and Debtor-in-Possession

EXHIBIT A
FPM Group, Ltd.
LABOR AND EXPENSE COST TIME SUMMARY BY BILLING CATEGORY
For the Period October 1, 2017 through May 31, 2018

Task (1)	Billing Category	Contract Type	Contract Amount	% Complete (2)	Total Hours (3)	Total Expenses Invoiced this Period	Total FPM Labor Invoiced this Period	Total Invoiced to Date this Period
1	Planning (Task 1)	Fixed	\$12,000	100%		\$0.00	\$0.00	\$0.00
2	Addl. Work to Obtain PDD (Task 2)	T&M	\$15,000 (4)		38.00	\$4,075.00	\$11,593.76	\$15,668.76
3	DGEIS (Task 3)	Fixed	\$86,500	20%			\$0.00	\$0.00
4	Client & Town Meetings (Task 4)	T&M	\$15,000 (4)				\$0.00	\$0.00
5	FGEIS (Task 5)	Fixed	\$10,000	0%			\$0.00	\$0.00
6 Addendum	Opp/ACA Meetings (Task 6)	T&M	\$15,000 (4)		5.00	\$270.69	\$477.66	\$748.35
	Total		\$153,500		43.00	\$4,345.69	\$12,071.42	\$16,417.11

1. Refer to Contract Date, December 6, 2016 and Addendum dated December 6, 2016.

2. Based on PM Estimate.

3. Applies to T&M Task Order Only.

4. Estimate

FPM Group

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 Ronkonkoma, NY 11779
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Exhibit B
 Back up - Task 2
 for period October 1, 2017 through May 31, 2018

Page 1 of 2

Client ID: **1249g** - Dowling College

Date	Description	B-Hr/Unit	Bill Rate	Amount *
Project ID - Name (Manager): 1249g-16-01:02 - <i>Dowling/105 Acres-Addl. Work to Obtain PDD - Task 2</i> (Kevin Phillips)				
<u>Services:</u>				
<u>Employee</u>				
KJP - Kevin J. Phillips				
2/21/2018	Labor -Billable- HQ <i>Telephone with Ron Parr, Dave Schiff briefing on Tullio change of direction</i>	2.00	\$313.62	\$627.24
2/22/2018	Labor -Billable- HQ <i>Review of all previous plans for development including Tullio's and the latest . Preparation for presentation on Monday 2/26/18.</i>	4.00	\$313.62	\$1,254.48
2/26/2018	Labor -Billable- HQ <i>Meeting at Ron Parr's office with Sean Southwood, Ron Rosenfeld, Ron Parr, Anthony Guardino, Ron Friedman. Discussion on how to proceed.</i>	6.00	\$313.62	\$1,881.72
2/27/2018	Labor -Billable- HQ <i>Telephone with Dave Schitt to create new plan of development.</i>	3.00	\$313.62	\$940.86
2/28/2018	Labor -Billable- HQ <i>Coordinate with all parties and deliver a new plan.</i>	8.00	\$313.62	\$2,508.96
3/1/2018	Labor -Billable- HQ <i>Coordinate with all parties and deliver a new plan.</i>	3.00	\$313.62	\$940.86
3/5/2018	Labor -Billable- HQ <i>Telephone with Mike J./Dave Schiff on new design for Dowling.</i>	2.00	\$313.62	\$627.24
3/6/2018	Labor -Billable- HQ <i>Mark up design and back to Mike J. Discussions of land use layout. New Plan out to Dowling.</i>	5.00	\$313.62	\$1,568.10
KJP Total:		33.00		\$10,349.46
KL - Kevin F. Loyst				
3/2/2018	Labor -Billable- EE review emails/Concept I, conf call, calls w/Kimley Horn, plan revisions	4.00	\$248.86	\$995.44
3/14/2018	Labor -Billable- EE emails, Concept K	1.00	\$248.86	\$248.86
KL Total:		5.00		\$1,244.30
Total Hours:		38.00		
Total Labor Amount for Task 2 for this period:				\$11,593.76

FPM Group

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 Ronkonkoma, NY 11779
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Exhibit B
 Back up - Task 6
 for period October 1, 2017 through May 31, 2018

Client ID: **1249g** - *Dowling College*

Page 2 of 2

Date	Description	B-Hr/Unit	Bill Rate	Amount
Project ID - Name (Manager): 1249g-16-01:06 - <i>Dowling/105 Acres - Opp/ACA Meetings - Task 6</i> (Kevin Phillips)				

Employee

CMP - *Christine M. Pinkosh*

3/20/2018	Labor -Billable- HQ <i>Project Management</i>	1.00	\$95.53	\$95.53
3/22/2018	Labor -Billable- HQ <i>Project Managment</i>	2.00	\$95.53	\$191.06
4/6/2018	Labor -Billable- HQ <i>Project Management</i>	1.50	\$95.53	\$143.30
4/16/2018	Labor -Billable- HQ <i>Project Management</i>	0.50	\$95.53	\$47.77
CMP Total:		<u>5.00</u>		<u>\$477.66</u>

Total Hours: 5.00

Total Labor Amount for Task 6 for this period: \$477.66

Total Fees for Time and Material Billing Categories: \$12,071.42

Total Fees: \$12,071.42

Exhibit C

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11
	:
DOWLING COLLEGE,	:
f/d/b/a DOWLING INSTITUTE,	: Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	:
ASSOCIATION,	:
f/d/b/a CECOM,	:
a/k/a DOWLING COLLEGE, INC.,	:
Debtor.	:
-----X	

**SUMMARY OF TIME BY TIMEKEEPER FOR THIRD INTERIM FEE
APPLICATION OF FPM GROUP, LTD., CONSULTANTS TO THE DEBTOR
AND DEBTOR IN POSSESSION, PURSUANT TO BANKRUPTCY CODE SECTIONS 330 AND
331 FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT
OF EXPENSES FOR OCTOBER 1, 2017 THROUGH MAY 31, 2018**

Name of Professional	Hourly Rate	Total Hours Billed	Total Compensation
Kevin J. Phillips, P.E., PhD. Principal	\$313.62	33.00	\$10,349.46
Kevin F. Loyst, P.E. Engineer	\$248.86	5.00	\$1,244.30
Christine Pinkosh Administrative Assistant	\$95.53	5.00	\$477.66
Totals		43.00	\$12,071.42

EXHIBIT D
FPM Group, LTD.
EXPENSE SUMMARY
For the Period October 11, 2017 through May 31, 2018

Disbursements	Amount	Description
Kimley-Horn of New York, P.C. - Task 2	\$4,075.00	Team Call; New Concept Plan; Produce and Revise Concept Plans (David Schiff - 4.0 Hours @ \$300/Hour) and (Mike Junghans - 11.5 Hours @ \$250/Hour)
Total Disbursements for Task 2	\$4,075.00	
Federal Express - Task 6	\$270.69	Federal Express packages to 8 service parties.
Total Disbursements for Task 6	\$270.69	
Total Expenses:	\$4,345.69	

Exhibit E

FPM Group, LTD.

909 Marconi Avenue

Ronkonkoma, NY 11779

Telephone: (631) 737-6200

Facsimile: (631) 737-2410

Kevin F. Loyst

Consultants to the Debtor and Debtor-in-Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re	: Chapter 11
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f/d/b/a DOWLING COLLEGE ALUMNI	:
ASSOCIATION,	:
f/d/b/a CECOM,	:
a/k/a DOWLING COLLEGE, INC.,	:
Debtor.	:
-----X	

**CERTIFICATION OF KEVIN F. LOYST REGARDING THE THIRD
INTERIM FEE APPLICATION OF FPM GROUP, LTD., CONSULTANTS
TO THE DEBTOR AND DEBTOR IN POSSESSION, FOR AN ALLOWANCE
OF COMPENSATION AND REIMBURSEMENT OF EXPENSES
FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH MAY 31, 2018**

I, Kevin F. Loyst, hereby certify that:

1. I am the Corporate Vice President at FPM Group, LTD., which serves as consultants to Dowling College, (the “Debtor”), debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”).

2. This Certification is made in support of FPM Group, LTD.’s application (the “Application”) for a third interim allowance of compensation for services rendered and reimbursement of expenses for the period of October 1, 2017 through May 31, 2018, in compliance with General Order 613, Guidelines for Fees and Disbursements for Professionals in

Eastern District of New York Bankruptcy Cases, effective as of June 10, 2013 (the “General Order”), the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, adopted on January 30, 1996 (the “UST Guidelines”), and this Court’s Order Pursuant to 11 U.S.C. §§ 105(A) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals [Docket No. 117] (the “Interim Compensation Order” and together with the General Order and UST Guidelines, the “Guidelines”).

3. I certify that:

- a. I have read the Application;
- b. To the best of my knowledge, information, and belief formed after reasonable inquiry, the fees and expenses sought fall within the Guidelines;
- c. The fees and disbursements sought are billed at rates and in accordance with practices customarily employed by FPM Group, LTD. and generally accepted by FPM Group, LTD.’s clients; and
- d. In providing the reimbursable services reflected in the Application, FPM Group, LTD. did not make a profit on those services, whether performed by FPM Group, LTD. in-house or through a third party.

4. With respect to Section B(2) of the General Order, I certify that FPM Group, LTD. has complied with the provisions requiring it to provide to the U.S. Trustee for the Eastern District of New York, the Debtor and its attorneys, and the Creditors’ Committee a statement of FPM Group, LTD.’s fees and expenses accrued during previous months.

5. With respect to Section B(3) of the General Order, I certify that the U.S. Trustee for the Eastern District of New York, the Debtor and its attorneys, and the Creditors' Committee are each being provided with a copy of the Application and this Certification.

Dated: Ronkonkoma, New York
June 25, 2018

FPM GROUP, LTD.

By: /s/ Kevin F. Loyst

Kevin F. Loyst
Lisa Luizzi
909 Marconi Avenue
Ronkonkoma, NY 11779
Telephone: (631) 737-6200
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Email: k.loyst@fpm-group.com
l.luizzi@fpm-group.com

*Consultants to the Debtor and
Debtor-in-Possession*

Exhibit F

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11
	:
DOWLING COLLEGE,	:
f/d/b/a DOWLING INSTITUTE,	: Case No. 16-75545 (REG)
f/d/b/a DOWLING COLLEGE ALUMNI	:
ASSOCIATION,	:
f/d/b/a CECOM,	:
a/k/a DOWLING COLLEGE, INC.,	:
	:
Debtor.	:
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**ORDER AUTHORIZING THE RETENTION OF FPM GROUP, LTD. AS
CONSULTANTS TO THE DEBTOR, *NUNC PRO TUNC* TO DECEMBER 6, 2016**

Upon the application dated December 23, 2016 (the “Application”)¹ of Dowling College (the “Debtor”) for an order approving the retention of FPM Group, Ltd. (“FPM”) as its consultants *nunc pro tunc* to December 6, 2016 and upon the affidavit of Kevin Phillips, dated December 22, 2016 and attached to the Application as Exhibit B (the “Phillips Affidavit”); and it appearing that FPM is a disinterested person pursuant to Section 101(14) of title 11 of the United States Code (the “Bankruptcy Code”) and does not represent an interest adverse to the Debtor’s estate; it is

ORDERED, that the Application is granted as set forth herein; and it is further

ORDERED, that the retention of FPM as consultants to the Debtor to perform all of the services set forth in the Application on the terms set forth in the Application and the Phillips Affidavit is hereby approved pursuant to Sections 327(a) and 328 of the Bankruptcy Code, *nunc pro tunc* to December 6, 2016; and it is further

ORDERED, the terms and provisions of the Retention Agreement are approved and the Debtor is authorized to compensate FPM in accordance with the Retention Agreement. FPM

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

shall be required to file monthly fee and expense statements in accordance with the interim compensation procedures approved in this Chapter 11 Case, as modified herein. The information requirements set forth in the United States Trustees Guidelines for Reviewing Applications for Compensation and Reimbursements of Expenses Filed under 11 U.S.C. § 330 and General Order 613, Guidelines for Fees and Disbursements for Professionals in Eastern District of New York Bankruptcy Cases, effective as of June 10, 2013 are hereby waived for services billed on a lump sum basis only and FPM shall not be required to maintain records of detailed time entries in connection with its services for matters billed on a lump sum basis; and it is further

ORDERED that the compensation to be paid to FPM shall be subject to the approval of this Court upon notice and a hearing pursuant to the provisions of this Order, Sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules and such other procedures as may be fixed by order of this Court, for professional services rendered and expenses incurred by FPM; and it is further

ORDERED, that prior to any increases in FPM's rates, FPM shall file a supplemental declaration with the Court and provide ten (10) business days' notice to the Debtor, the United States Trustee and any official committee, which supplemental declaration shall explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtor has consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in Section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court; and it is further

ORDERED, that for the avoidance of doubt, all payments to FPM on account of compensation in this Chapter 11 Case shall in all respects remain subject to the terms of any

documents or orders of this Court concerning debtor in possession financing or the use of cash and other collateral, including but not limited to any approved budget associated therewith, and which shall control in the event of any conflict between the relief contemplated by this Order and those materials; and it is further

ORDERED, that the Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order; and it is further

ORDERED, that if there is any inconsistency between the terms of this Order, the Application, and the Phillips Affidavit, the terms of this Order shall govern.

NO OBJECTION:

WILLIAM K. HARRINGTON
UNITED STATES TRUSTEE

By: /s/ Stan Y. Yang 1/24/2017
Stan Y. Yang, Esq.
TRIAL ATTORNEY

**Dated: Central Islip, New York
January 29, 2017**



A handwritten signature in black ink, appearing to read "Robert E. Grossman".

**Robert E. Grossman
United States Bankruptcy Judge**